

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Commonwealth of Pennsylvania,
Department of Environmental
Resources,

Plaintiff-Intervenors,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube
Company, Union Carbide, W.R. Grace
& Co., Waste Conversion, Inc.,
William M. Wilson's Sons, Inc.,
Moyer Landfill, Inc., Howard and
Catherine Moyer, Paul Lanigan,
Gerald Thorpe, et al.

Defendants.

Civ. Action No. 89-7421

CONSENT DECREE

WHEREAS, The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint against the defendants pursuant to Sections 104 and 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 42 U.S.C. §§ 9604 & 9607(a) ("CERCLA"), seeking recovery of costs it has incurred in responding to the release or threat of release of

hazardous substances at or in connection with the Moyer Landfill Site (the "Site") and a declaratory judgment on liability;

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection ("Commonwealth"), joined this lawsuit as plaintiff-intervenor seeking recovery of costs it has incurred, and a declaratory judgment for costs to be incurred, in responding to the release or threat of release of hazardous substances at or in connection with the Site;

WHEREAS, defendant Superior Tube Company joined as Third-Party Defendants a number of additional parties which allegedly arranged for the disposal of hazardous substances at the Moyer Landfill (the "Superior Tube Joinder"). Some of those third-party defendants are Settlers in this Consent Decree;

WHEREAS, the United States and the Commonwealth ("Plaintiffs") allege that they have incurred and continue to incur response costs in responding to the release or threat of release of hazardous substances at or in connection with the Site;

WHEREAS, EPA and the Commonwealth have determined that settlement with William M. Wilson's Sons, Inc., Gasboy International, Inc., Waste Conversion, Inc. (now known as Republic Environmental Systems (Pa.) Inc.), Hatfield Packing Company (now known as Hatfield Quality Meats), Moyer Packing Company, Superior Tube Company, W.R. Grace & Co. - Conn., Amchem Products, Inc., Union Carbide Corporation, (as successor to Amchem Products, Inc., a Pennsylvania Corporation), Henkel

Corporation (as successor to Amchem Products, Inc., a Delaware corporation), Ford Electronics and Refrigeration Corporation, Ford Motor Company, Zenith Electronics Corporation, and Zenith Electronics Corporation of Pennsylvania (collectively, the "Settlors") is practicable and in the public interest;

WHEREAS, the complaints filed by the United States and the Commonwealth allege that William M. Wilson's Sons, Waste Conversion, Inc., Superior Tube Company, W.R. Grace & Co. - Conn. and Union Carbide Corporation are among the parties jointly and severally liable to the United States and the Commonwealth pursuant to Section 107(a) of CERCLA, 42 U.S.C. §9607(a), for the reimbursement of costs incurred in response to the release or threatened release of hazardous substances at the Site;

WHEREAS, in entering into this Consent Decree, the mutual objectives of the United States, the Commonwealth, and Settlers are:

a. To provide for each Settlor's payment of a portion of the cost of the response actions and other response costs which have been incurred by the United States and the Commonwealth at the Site;

b. To reach a settlement between the United States, the Commonwealth, and the Settlers in this Consent Decree which allows each of the Settlers to make a cash payment, to settle their respective alleged liability to the United States and the Commonwealth for response costs incurred or to be incurred at or in connection with the Site with limited reopener conditions,

thereby avoiding further difficult, prolonged and complicated litigation between the United States, the Commonwealth, Settlers, and other potentially responsible parties ("PRPs");

c. With respect to defendant Waste Conversion, Inc. and the customers of a wastewater treatment facility in Hatfield, Pennsylvania (the "Hatfield facility") who are alleged to be liable by reason of the arrangement for treatment or transportation for treatment or disposal at the Site of certain filter cake generated at the Hatfield facility, to resolve, through settlement with Waste Conversion and certain of the Hatfield facility's customers who are participants in this Consent Decree or in the De Minimis Consent Decree, all alleged liabilities as addressed herein to Plaintiffs that are associated with the disposal of Hatfield facility filter cake at the Site;

d. To simplify the remaining enforcement activities concerning the Site by eliminating a number of defending parties from further involvement in the case; and

e. To reimburse the Hazardous Substances Superfund and the Commonwealth's Hazardous Sites Cleanup Fund for a portion of the response costs incurred and to be incurred in connection with the Site, without waiving the United States' or the Commonwealth's assertion of joint and several liability.

WHEREAS, the Settlers who have entered into this Consent Decree do not admit any liability to the United States or the Commonwealth arising out of the Site, but desire to resolve

their respective potential liability in connection with the Site;
and

WHEREAS, the United States the Commonwealth, and the Settlers agree, and this Court, by entering this Decree, finds, that settlement of this matter with respect to these Settlers is practicable and will avoid further prolonged and complicated litigation, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action, and over the parties to this Consent Decree, pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613. The complaints of the United States and the Commonwealth state claims upon which relief may be granted. The Superior Tube Joinder, as to Third-Party defendants that are Settlers herein, asserts justiciable claims. Solely for the purposes of this Consent Decree and the underlying complaints, the Settlers waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree. Venue is properly in the Eastern District of Pennsylvania.

DEFINITIONS

2. "Certification of Completion of Remedial Action" for EPA shall mean the certification by EPA that all remedial actions relating to the Site as set forth in the Record of Decision for the Site have been completed, and for the Commonwealth shall mean the certification by the Commonwealth that all remedial actions relating to the Site as set forth in the Record of Decision for the Site have been completed. Remedial actions for purposes of this definition shall not include operation and maintenance.

3. "Future Liability" shall mean liability for Site-related response costs or response actions after EPA and the Commonwealth have each issued their Certification of Completion of the Remedial Action.

4. "Related Parties" shall mean a Settlor's past, present and future parents, subsidiaries and corporate affiliates and the officers, directors, direct or indirect shareholders and other owners of each, other than Richard Welch, to the extent that they are alleged to be responsible persons at the Site solely by virtue of the arrangement for transportation or arrangement for disposal of the wastes alleged to be attributable to the Settlor.

PARTIES BOUND

5. This Consent Decree shall apply to and be binding upon the United States and the Commonwealth, and shall apply to and be binding upon the Settlers, Related Parties, and their

respective successors and assigns. The undersigned representatives of the Settlers (defined above) certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Decree and to bind legally such party to this Consent Decree. Any change in ownership or corporate or other legal status of the Settlers, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of the Settlers under this Consent Decree.

DENIAL OF LIABILITY

6. The United States, the Commonwealth, and the Settlers agree that the actions undertaken by the Settlers in accordance with this Consent Decree do not constitute an admission by any of the Settlers of any violation of state or federal law or an admission of any liability by any Settlor to the United States, the Commonwealth, or any other person or entity. This Consent Decree shall not be used as evidence or as collateral estoppel against the Settlers in any action or proceeding other than an action or proceeding to enforce the terms of this Decree, and the execution of this Consent Decree shall not constitute any admission of fact or contention of law or liability by any Settlor. The Settlers, as a group and individually, specifically deny all liability for the Site.

PAYMENT

7. Each Settlor shall pay to the United States Hazardous Substances Superfund and to the Pennsylvania Hazardous Sites Cleanup Fund respectively the payments shown in Attachment A for that Settlor within sixty (60) calendar days of entry of this Decree or as otherwise agreed to by Plaintiffs.

8. Each Settlor's payment to the United States shall be made by Electronic Funds Transfer ("EFT" or "wire transfer") to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures, referencing CERCLA Number 2TJB03K453, DOJ Case Number 90-11-3-145 and the U.S. Attorney's Office file number 89-02272 in reimbursement of response costs. Payment shall be made in accordance with instructions provided by the U.S. Attorney's Office for the Eastern District of Pennsylvania following lodging of the Consent Decree. Settlers shall notify EPA Region III by sending notice to the Docket Clerk (3RC00), U.S. Environmental Protection Agency, 841 Chestnut Building, Philadelphia, PA 19107 and the Chief of the Environmental Enforcement Section, referencing DOJ case # 90-11-3-145, U.S. Department of Justice, P.O. Box 7611, Benjamin Franklin Station, Washington, DC 20044.

9. Each Settlor's payment to the Commonwealth shall be made by corporate, certified or cashier's check made payable to the "Hazardous Sites Cleanup Fund." Each check shall reference the Moyer's Landfill NPL Site and shall be sent to the Commonwealth, Environmental Cleanup Program, Attn: Bruce

Beitler, Lee Park, Suite 6010, 555 North Lane, Conshohocken, PA 19428. A copy of the transmittal letter shall simultaneously be sent to Anderson L. Hartzell, Esq. at the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Chief Counsel, SE Region, 555 North Lane, Suite 6015, Conshohocken, PA 19428.

10. In the event that a Settlor's payment required under this Section is not made by such Settlor within 60 days of the entry of this Consent Decree, interest shall be paid by such Settlor on the unpaid balance calculated in accordance with 42 U.S.C. § 9607.

11. In the event a Settlor fails to make a payment to either the United States or the Commonwealth within 60 calendar days of entry of this Decree, it shall pay stipulated penalties on demand to the United States for any late payment due to the United States and to the Commonwealth for any late payment due to the Commonwealth in the following amounts:

a. During the first week after the payment is due, a payment of \$500 for each day of late payment;

b. During the second week after the payment is due, a stipulated penalty for each day of late payment in the amount of \$1000 per day;

c. Subsequent to the conclusion of the second week after the payment is due, a stipulated penalty for each day of late payment in the amount of \$1500 per day. These stipulated penalty payments shall be in addition to the interest required by

Paragraph 10 of this Section, and any costs recovered under Paragraph 7 of this Section.

d. The United States (with respect to any stipulated penalties owed to the United States) and the Commonwealth (with respect to any stipulated penalties owed to the Commonwealth) may waive or mitigate any such stipulated penalties.

12. If the United States or the Commonwealth brings a successful action to collect any payment required under this Section, the Settlor against whom such action is brought shall reimburse the United States and/or the Commonwealth for all costs of such action, including but not limited to, reasonable attorney's fees.

CIVIL PENALTIES

13. In addition to any other remedies or sanctions available to the United States, any Settlor who fails or refuses to comply with any term or condition of this Consent Decree shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1). Eighty-four percent of any such civil penalty shall be paid to the United States, and sixteen percent of any such civil penalty shall be paid to the Commonwealth.

CERTIFICATION OF SETTLORS

14. While making no admission of law or fact, each Settlor hereby certifies that to the best of its knowledge and belief it has not altered, mutilated, discarded, destroyed or

otherwise disposed of any records, documents or other information, other than routine destruction of draft documents, relating to its potential liability regarding the Site since notification of potential liability or the filing of a suit against the Settlor regarding the Site, other than information protected by the attorney-client privilege as recognized by law, and that it has complied in good faith with any and all EPA and Commonwealth requests for information with respect to the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6927.

COVENANT NOT TO SUE BY PLAINTIFFS

15. Subject to the reservation of rights set forth below, upon receipt of payments by a Settlor of the amounts specified in Attachment A to this Consent Decree:

a. The United States covenants not to sue or to take administrative action against such Settlor and its Related Parties for response costs or response actions pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), or for injunctive relief or response costs pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. Except with respect to Future Liability, these covenants not to sue shall take effect as to each Settlor and its Related Parties upon the receipt by the United States of all payments required to be made by that Settlor to the United States under Paragraphs 7-

13. With respect to Future Liability, these covenants not to sue shall take effect upon EPA's Certification of Completion of the Remedial Action.

b. Upon receipt of all payments required to be made to the Commonwealth by each Settlor under Paragraphs 7-13, the Commonwealth covenants not to sue or take administrative action against such Settlor and its Related Parties for any and all civil liability pursuant to Sections 106, 107(a) and 113 of CERCLA, 42 U.S.C. 9606, 9607(a) and 9613, or for response costs pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. Pursuant to Section 706(a) of the Hazardous Sites Cleanup Act ("HSCA") of October 18, 1988, P.L. 756, No. 108, 35 P.S. Sections 6020.706(a), except with respect to Future Liability, the Commonwealth covenants not to sue such Settlor under HSCA, 35 P.S. 6020.101 et. seq., relating to the Site. With respect to Future Liability, pursuant to Section 706(c) of HSCA, 35 P.S. Section 6020.706(c), these covenants not to sue become effective upon the Commonwealth's Certification of Completion of the Remedial Action.

16. These covenants not to sue as to each Settlor are conditioned upon the complete and satisfactory performance by each Settlor of its obligations under this Consent Decree. These covenants not to sue extend only to the Settlers and their Related Parties and do not extend to any other person.

Cost Overrun Reservation

17. Notwithstanding any other provision of this consent decree, in the event that total Site-related response costs exceed \$60 million, Settlers may be subject to liability for such Site-related response costs in excess of \$60 million. If total Site-related response costs exceed \$60 million, the United States and the Commonwealth reserve, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action to reimburse Plaintiffs for any response costs incurred by Plaintiffs implementing response actions at the Site after total Site-related response costs of \$60 million are incurred. For purposes of this paragraph, (a) total Site-related response costs shall mean all response costs incurred by the United States and Commonwealth at the Site, including response costs incurred prior to July 31, 1995 as provided on Attachment B hereto and all additional response costs incurred by the United States and Commonwealth implementing future response actions at the Site, and, (b) total past response costs incurred prior to July 31, 1995 shall be limited to the amount shown on Attachment B. In the event, however, that a portion of the remedy is implemented by a person or group other than the plaintiffs, only the governments' estimate as provided on Attachment B shall be included for that portion of the remedy. Except as set forth in paragraph 28 herein, nothing in this Consent Decree shall be

deemed to affect each Settlor's right to pursue other parties for all or a portion of their costs related to the Site.

18. Pre-certification reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settlers or any Related Parties (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response, if, prior to Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to EPA, are discovered, or
- (ii) information, previously unknown to EPA, is received, in whole or in part,

and these previously unknown conditions or information together with any other relevant information indicates that the remedial action is not protective of human health or the environment.

b. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settlers or any Related Parties (1) to perform further response actions relating to the

Site or (2) to reimburse the Commonwealth for additional costs of response, if, prior to Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to the Commonwealth, are discovered, or
- (ii) information, previously unknown to the Commonwealth, is received, in whole or in part,

and these previously unknown conditions or information together with any other relevant information indicates that the remedial action is not protective of human health or the environment.

19. Post-certification reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settlers or any Related Parties (1) to perform further response actions relating to the Site or (2) to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

- (i) conditions at the Site, previously unknown to EPA, are discovered, or
- (ii) information, previously unknown to EPA, is received, in whole or in part,

and these previously unknown conditions or this information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

b. Notwithstanding any other provision of this Consent Decree, the Commonwealth reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settlers or any Related Parties (1) to perform further response actions relating to the Site or (2) to reimburse the Commonwealth for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

(i) conditions at the Site, previously unknown to the Commonwealth, are discovered, or

(ii) information, previously unknown to the Commonwealth, is received, in whole or in part,

and these previously unknown conditions or this information together with other relevant information indicate that the remedial action is not protective of human health or the environment.

20. For purposes of Paragraph 18(a), the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of

Decision for the Site, the administrative record supporting the Record of Decision and the record for the Site maintained by EPA following issuance of the Record of Decision but prior to the date of lodging of this Consent Decree. For purposes of Paragraph 19(a), the information and the conditions known to EPA shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and the record for the Site maintained by EPA following issuance of the Record of Decision but prior to issuance of the Certification of Completion of the Remedial Action. For purposes of Paragraph 18(b), the information and the conditions known to the Commonwealth shall include only that information and those conditions set forth in the Record of Decision for the Site, the administrative record supporting the Record of Decision, and the record for the Site maintained by the Commonwealth and EPA following issuance of the Record of Decision but prior to the date of lodging of this Consent Decree. For purposes of Paragraph 19(b), the information and the conditions known to the Commonwealth shall include only that information and those conditions set forth in the Record of Decision, the administrative record supporting the Record of Decision, and the record for the Site maintained by the Commonwealth and EPA following issuance of the Record of Decision

but prior to issuance of the Certification of Completion of the Remedial Action.

GENERAL RESERVATION OF RIGHTS

21. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 15. The United States and the Commonwealth reserve, and this Consent Decree is without prejudice to, all rights, (including, but not limited to, causes of action under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) and Sections 701, 702, and 1102 of HSCA, 35 P.S. §§ 6020.701, 6020.702, and 6020.1102), against the Settlers and their Related Parties with respect to all other matters, including but not limited to, the following:

- a. any liability as a result of failure to make the payments required by this Consent Decree;
- b. any claim based upon criminal liability;
- c. liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances that is not at or from the Site; and
- d. liability for damages for injury to, destruction of, or loss of natural resources, including but not limited to the cost of conducting natural resource damage assessments incurred by any federal or state trustees, recoverable under Section 702(a)(4) of HSCA, 35 P.S. § 6020.702(a), Section 107 of CERCLA, 42 U.S.C. § 9607 or any other applicable provision of law.

22. Nothing in this Consent Decree will constitute a covenant not to sue or to take action or otherwise will limit the ability of the United States or the Commonwealth to seek or obtain further relief from any Settlor, and the covenant not to sue set forth above will become null and void as to such Settlor, if that Settlor's certification (as provided in paragraph 14), is false or materially inaccurate.

23. Nothing in this Consent Decree is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States or the Commonwealth may have against any person, firm, corporation or other entity not a Settlor or a Related Party.

EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

24. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights, including, but not limited to, any right to contribution, defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the site against any person not a party hereto.

25. Subject to the reservations of rights set forth above, the United States and the Commonwealth agree that by entering into and carrying out the terms of this Consent Decree, each Settlor and Related Party has resolved its liability to the

United States and the Commonwealth for matters addressed in this Consent Decree and shall be entitled to such protection from claims for contribution as is afforded pursuant to CERCLA Section 113(f)(2), 42 U.S.C. §§ 9613(f)(2) and Section 705(c) of HSCA 35 P.S. § 6020.705(c).

26. Settlers agree that with respect to any suit or claim for contribution (not already filed) brought by them for matters related to this Consent Decree they will notify the United States and the Commonwealth in writing no later than 30 days prior to the initiation of such suit or claim. Settlers also agree that with respect to any suit or claim not already filed for contribution brought against them for matters related to this Consent Decree they will notify in writing the United States and the Commonwealth within 10 days of service of the complaint on them. In addition, Settlers shall notify the United States and the Commonwealth within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial for any suit or claim for contribution for matters related to this Consent Decree. Settlers or Related Parties acknowledge that the United States and the Commonwealth have no obligation to defend them in any suit or claim for contribution.

27. In any subsequent administrative or judicial proceeding initiated by the United States or the Commonwealth pursuant to Paragraph 17, 18, 19 or 21 for injunctive relief, recovery of response costs, or other appropriate relief relating

to the Site, Settlers or Related Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the Commonwealth in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraph 15.

COVENANTS NOT TO SUE BY SETTLORS

28. Except as expressly provided herein, each and every Settlor and Related Party hereby covenants not to sue and agrees not to pursue any existing or future claims, cross claims, counterclaims, or causes of action against the United States, the Commonwealth and any other department, agency, or instrumentality of the United States or the Commonwealth of Pennsylvania with respect to the Site or this Consent Decree, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 111, 112, or 113; the Pennsylvania Hazardous Sites Cleanup Fund established through Section 901 of the Hazardous Sites Cleanup Act, 35 P.S. 6020.901; or any other provision of law, any claim against the United States, including any department, agency, or instrumentality of the United States under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, related to

the Site, or any claims arising out of response activities at the Site. This covenant not to sue shall not apply, however, to the subject matter of claims allowed by Paragraphs 17, 18, 19 or 21 herein. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a CERCLA claim within the meaning of Section 112 of CERCLA, 42 U.S.C. § 9612, or 40 C.F.R. §300.700(d).

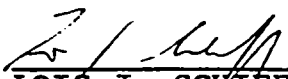
PUBLIC COMMENT

29. This Consent Decree shall be subject to a thirty-day public comment period pursuant to 42 U.S.C. § 9622(g)(2). The United States or the Commonwealth may withdraw its consent to this Consent Decree if comments received disclose facts or considerations which indicate that this Decree is inappropriate, improper or inadequate.

EFFECTIVE DATE

30. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment. This Consent Decree shall be executed in multiple counterparts. Each counterpart shall be deemed to be an original, but all of which shall constitute one and the same instrument.

FOR THE UNITED STATES OF AMERICA:



LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

Consent Decree in U.S. and Commonwealth v. ALCOA et. al., Civil
Action No. 89-7421.




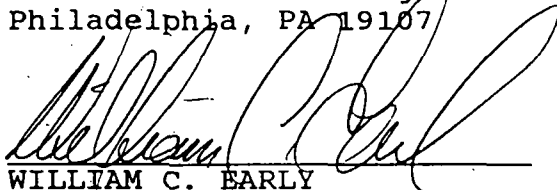
MICHAEL D. GOODSTEIN
JULIE KAPLAN
Attorneys
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530


MICHAEL J. ROTKO
United States Attorney Eastern
District of Pennsylvania
615 Chestnut Street
Suite 1300
Philadelphia, PA 19106

CATHERINE VOTAW
Assistant United States Attorney
Eastern District of Pennsylvania
615 Chestnut Street
Suite 1300
Philadelphia, PA 19106

Consent Decree in U.S. v. ALCOA et. al., Civil Action No. 89-7421.

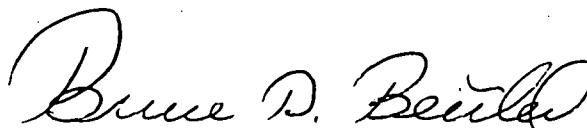

MICHAEL MCCABE
Regional Administrator
U.S. Environmental Protection
Agency - Region III
841 Chestnut Building
Philadelphia, PA 19107


WILLIAM C. EARLY
Acting Regional Counsel
U.S. Environmental Protection
Agency - Region III
841 Chestnut Building
Philadelphia, PA 19107

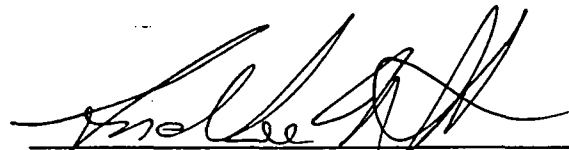

CHARLES B. HOWLAND
Senior Assistant Regional Counsel
U.S. EPA Region III
841 Chestnut Building
Philadelphia, PA 19107

Consent Decree in U.S. and Commonwealth v. ALCOA et al., Civil
Action No. 89-7421.

FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION:



BRUCE D. BEITLER, Manager
Environmental Cleanup Program
Southeast Field Office



ANDERSON LEE HARTZELL
Supervisory Counsel
Southeast Region

Consent Decree in U.S. and Commonwealth v. ALCOA et. al., Civil
Action No. 89-7421.

FOR THE SETTLORS:

(SEE ATTACHED SIGNATURE PAGES]

SO ORDERED THIS _____ DAY OF _____, 199__

UNITED STATES DISTRICT COURT JUDGE

ATTACHMENT A

<u>SETTLOR</u>	<u>TOTAL PAYMENT</u>	<u>PAYMENT TO U.S. (84%)</u>	<u>PAYMENT TO PA. (16%)</u>
William M. Wilson's Sons, Inc. and Gasboy International, Inc.	\$ 626,569	\$ 526,318	\$ 100,251
Waste Conversion, Inc. (now known as Republic Environmental Systems (Pa.) Inc.)	582,382	489,201	93,181
Hatfield Packing Company (now known as Hatfield Quality Meats)	385,000	323,400	61,600
Moyer Packing Company	465,000	390,600	74,400
Superior Tube Company	1,850,000	1,554,000	296,000
W.R. Grace & Co. - Conn.	500,000	420,000	80,000
Union Carbide Corporation (as successor to Amchem Products, Inc., a Pennsylvania Corporation) and Amchem Products, Inc.,	825,000	693,000	132,000
Henkel Corporation (as successor to Amchem Products, Inc., a Delaware corporation)	825,000	693,000	132,000
Ford Electronics and Refrigeration Corporation and Ford Motor Company	3,200,000	2,688,000	512,000
Zenith Electronics Corporation and Zenith Electronics Corporation of Pennsylvania	300,000	252,000	48,000

ATTACHMENT B.

Past Response Costs (as of July 31, 1995)

\$4,487,514	EPA non-RD/RA (includes Removal, RI/FS, EPA and DOJ enforcement)
\$2,592,031	Remedial Design (includes cap, trench, preliminary leachate treatment plant)
\$14,624,568	Remedial Action - Leachate collection trench (includes site mobilization; security; site grading, drum handling & removal)
\$10,422,034	Remedial Action - Cap (includes grading, drum handling & removal, sedimentation and erosion controls)
\$1,671,943	Supervision and administration of Remedial Design and Remedial Action
\$4,450,769	EPA Pre-judgment interest
<u>\$453,670</u>	DER - Other (includes RD/RA review, enforcement)
\$38,702,529	Total Past Response Costs (as of July 31, 1995)

Estimated Future Response Costs

\$995,952	Remedial Action, supervision and administration (includes cap, sedimentation and erosion controls)
\$3,670,000	Leachate treatment plant design and construction
\$3,218,000	O&M (includes cap, trench and leachate treatment plant)
<u>\$ 462,500</u>	DER - Other (includes sampling and inspections)
\$8,346,452	Total Estimated Future Response Costs
 <u>\$47,048,981</u>	 Total Past and Estimated Future Response Costs

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:
CONSENT DECREE

GASBOY INTERNATIONAL, INC. formerly WM. M. WILSON'S SONS, INC., by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By: D. Michael Boone

Title: President

Date: October 5, 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:

CONSENT DECREE

Waste Conversion, Inc. (now known as Republic
Environmental Systems (Pa.) Inc.), by its

duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:

Title:

Date

11/1/95

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:

CONSENT DECREE

Hatfield Quality Meats, Inc., by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:

Title: President & CEO.

Date: 10/4/95

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:
CONSENT DECREE

Moyer Packing Company, by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

MOYER PACKING COMPANY
By:

William S. Moyer

Title: Senior Vice President and CEO

Date: October 3, 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

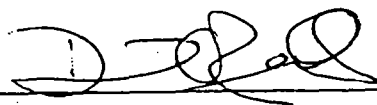
CONSENT AND AUTHORIZATION:

CONSENT DECREE

SUPERIOR TUBE COMPANY, by its

duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:



Title:

PRESIDENT

Date

11/13/95

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Civil Action No.
89-7421

Defendants.

CONSENT AND AUTHORIZATION:
CONSENT DECREE

W.R. GRACE & CO.-CONN.

, by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By: Robert H. Beber



Title: Executive Vice President & General Counsel

Date X October 24, 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

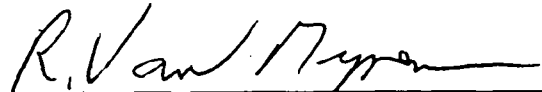
Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:
CONSENT DECREE

Union Carbide Corporation, by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:



Vice President

Title: Health, Safety & Environment

Date October 25, 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:

CONSENT DECREE

Henkel Corporation on behalf of Amchem Products, Inc., by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:

Title: Associate General Counsel

Date: November 1, 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:
CONSENT DECREE

FORD ELECTRONICS AND REFRIGERATION CORPORATION, by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By: FORD ELECTRONICS AND
REFRIGERATION CORPORATION

Title: J. M. Pintamaki
Assistant Secretary

Date OCT 12 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

CONSENT AND AUTHORIZATION:
CONSENT DECREE

FORD MOTOR COMPANY, by its
duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By: FORD MOTOR COMPANY

Title: J. M. Rintamaki
Secretary

Date

OCT 12 1995

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

United States of America,

Plaintiff,

and

Department of Environmental Resources

Plaintiff-Intervenor,

v.

Ajax/Acorn Manufacturing, Inc.,
Alco Industries, Inc., Aluminum Co.
of America, Chamberlain Manuf. Corp.
City of Philadelphia, Johnson Matthey,
Merck & Co., Inc., Superior Tube Co.,
Union Carbide, W.R. Grace & Co.,
Waste Conversion, Inc., William M.
Wilson's Sons, Inc., Moyer Landfill,
Inc., Howard and Catherine Moyer, Paul
Lanigan, Gerald Thorpe, et al.

Defendants.

Civil Action No.
89-7421

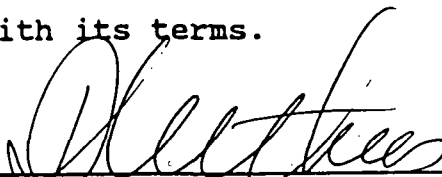
CONSENT AND AUTHORIZATION:

CONSENT DECREE

Zenith Electronics Corporation and
Zenith Electronics Corporation of Pennsylvania, by its

duly authorized representative, hereby executes the referenced
Consent Decree, and agrees to its filing in the United States
District Court for the Eastern District of Pennsylvania and
agrees to be bound by and comply with its terms.

By:



Richard F. Vitkus

Title: Senior Vice President and General Counsel

Date: October 3, 1995